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IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

N RE: Robert E. Shifko, Amy M. Shifko,) Bankruptcy No. 17-20548-GLT
Debtors.) Chapter 13
Robert E. Shifko, Amy M. Shifko,)))
Movants,) Document No.
V.) Related to Document No.
Bank of America, Fifth Third Bank,)
IRS, PA Revenue, Hempfield EIT,)
and Ronda Winnecour, Trustee,)
, ,)
Respondents.)

NOTICE OF PROPOSED MODIFICATION TO CONFIRMED PLAN DATED DECEMBER 20, 2017

- 1. Pursuant to 11 U.S.C. Section 1329, the Debtors have filed an Amended Chapter 13 Plan dated February 8, 2021, which is annexed hereto as Exhibit "A" (the "Amended Chapter 13 Plan"). Pursuant to the Amended Chapter 13 Plan, the Debtors seek to modify the confirmed Plan in the following particulars:
 - a) Debtors' Plan is being modified to increase term of plan to 84 months resulting from inability to make full plan payments caused by reduction in income due to pandemic.
- 2. The proposed modification to the confirmed Plan will impact the treatment of the claims of the following creditors, and in the following particulars:
 - a) Debtors' Plan will increase payment term to 84 months to Bank of American, Fifth Third Bank, IRS, PA Revenue and Hempfield EIT; and
 - b) Debtors' Plan will have no impact on any other creditor.
- 3. Debtors submit that the reason for the modification is as follows:
 - a) Debtors' Plan is being modified to increase term of plan to 84 months resulting from inability to make full plan payments caused by reduction in income due to pandemic.
- 4. The Debtors submit that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The Debtors further submit that the proposed modification complies with 11 U.S.C. Sections 1322(a), 1322(b), 1325(a) and 1329 and, except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

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WHEREFORE, the Debtors respectfully requests that the Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

RESPECTFULLY SUBMITTED, this 8th day of February 2021.

s/Amy L. Zema
Attorney for Debtor(s)
PA ID 74701
2366 Golden Mile Highway #155
Pittsburgh, Pennsylvania 15239
(412) 744-4450
amy@zemalawoffice.com

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		L	ocument	-aye 3 01 11				
Fill in this info	ormation to ide	ntify your case:						
Debtor 1	Robert	E.	Shifko		\boxtimes	Check if this is	an a	mended
	First Name	Middle Name	Last Name			plan, and list b		
Debtor 2 Spouse, if filing)	Amy	M. Middle Name	Shifko Last Name			sections of the been changed		that have
spouse, il lillig)	First Name	Middle Name	Last Name		2.1	· ·		
Jnited States Ba	inkruptcy Court for	the Western District of Po	ennsylvania					
	r <u>17-20548-</u> 0	SLT						
if known)								
Vestern	District of	Pennsylvan	<u>ia</u>					
Chapter	r 13 Pla	n Dated: Fet	8, 2021					
Part 1: Not	tices							
o Debtors:	indicate that	the option is appro	priate in your c	ate in some cases, but the ircumstances. Plans that splan control unless otherw	do not o	comply with loca	al rule	
	In the following	ng notice to creditors, y	ou must check ea	ach box that applies.		•		
o Creditors:	YOUR RIGHT	TS MAY BE AFFECTE	D BY THIS PLAN	N. YOUR CLAIM MAY BE RE	EDUCED	, MODIFIED, OR	ELIM	NATED.
		ead this plan carefully a may wish to consult or		n your attorney if you have on	e in this	bankruptcy case.	If you	do not have
	ATTORNEY THE CONFIR PLAN WITH	MUST FILE AN OBJI RMATION HEARING, DUT FURTHER NOTIO	ECTION TO CON UNLESS OTHEI CE IF NO OBJEC	F YOUR CLAIM OR ANY F IFIRMATION AT LEAST SE' RWISE ORDERED BY THE CTION TO CONFIRMATION I ROOF OF CLAIM IN ORDER	VEN (7) COURT S FILED	DAYS BEFORE THE COURT I SEE BANKRU	THE L MAY (PTCY	DATE SET FO CONFIRM TH RULE 3015.
	includes ead		ems. If the "Inc	e. Debtor(s) must check or cluded" box is unchecked o plan.				
payment				nrt 3, which may result in a p rate action will be requir		Included	•	Not Included
		en or nonpossessory		noney security interest, set ch limit)	out in	○ Included	•	Not Include
Nonstanda	ard provisions,	set out in Part 9				○ Included	•	Not Include
art 2: Pla	n Payments a	and Length of Plan						
Debtor(s) will	make regular p	payments to the trust	ee:					
	of \$ <u>2,930.00</u>	per month for a	a remaining plan	term of 84 months shall	be paid	to the trustee from	m futu	re earnings
follows:								

(Income attachments must be used by debtors having attachable income) (SSA direct deposit recipients only)

\$0.00

\$2,930.00

Directly by Debtor

Payments

D#1

D#2

By Income Attachment

\$0.00

\$0.00

By Automated Bank Transfer

\$0.00

\$0.00

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Debii	or(3) areaderic E. Crimo, Arity wire	Docu	ment Page 4	4 of 11	200	,	
2.2	Additional payments:						
	Unpaid Filing Fees. The ba available funds.	lance of \$ 310.00	shall be fully paid	by the Trustee to the Clerk	of the Bankruptcy	Court from the first	
	Check one.						
	None. If "None" is checked,	the rest of Section 2.2 n	eed not be completed	or reproduced.			
	The debtor(s) will make ac amount, and date of each ar	. , , ,	the trustee from othe	r sources, as specified be	low. Describe the	source, estimated	
	The total amount to be paid plus any additional sources of the sou	of plan funding describe	ed above.		the total amoun	t of plan payments	
3.1		cure of default, if any,	on Long-Term Contin	uing Debts.			
	Check one.						
	None. If "None" is checked,	the rest of Section 3.1 n	eed not be completed	or reproduced.			
	The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trustee. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.						
	Name of creditor	Collateral		Current installment	Amount of arrearage (if	Start date (MM/YYYY)	

Name of creditor	Collateral	Current installment payment (including escrow)	Amount of arrearage (if any)	Start date (MM/YYYY)
Bank of America	2169 Armbrust Road, Greensburg PA 15601	\$1,842.56	\$0.00	03/2021

Insert additional claims as needed.

3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.

Check one.

None. If "None" is checked, the rest of Section 3.2 need not be completed or reproduced.

The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.

The debtor(s) will request, by filing a separate adversary proceeding, that the court determine the value of the secured claims listed below.

For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed Amount of secured claim. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below.

The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 (provided that an appropriate order of court is obtained through an adversary proceeding).

Name of creditor	Estimated amount of creditor's total claim (See Para. 8.7 below)	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	Interest rate	Monthly payment to creditor
Wells Fargo Home Mortgage	\$0.00	2169 Armbrust Rd.	\$170,510.00	\$194,439.06	\$45,109.21	0%	\$0.00
Key Bank	\$0.00	2169 Armbrust Rd.	\$170,510.00	\$239,548.27	\$17,031.00	0%	\$0.00

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3.3 Secured claims excluded from 11 U.S.C. § 506.

	Check one.								
	None. If "None" is checked, the	rest of Section 3.3 need not be completed	or reproduced.						
The claims listed below were either:									
(1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for p use of the debtor(s), or									
	(2) Incurred within one (1) year of the	e petition date and secured by a purchase	money security interest	in any other thi	ing of value.				
	These claims will be paid in full under	r the plan with interest at the rate stated be	low. These payments w	ill be disbursed	d by the trustee.				
	Name of creditor	Collateral	Amount of claim	Interest rate	Monthly payment to creditor				
	Fifth Third Bank	2013 Hyndai Tucson	\$7,068.33	4	\$50.00				
	Insert additional claims as needed.								
3.4	Lien Avoidance.								
	Check one.								
	None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.								
	The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order								
	the avoidance of a judicial lien or any judicial lien or security intere of the judicial lien or security interesting.	re security interest securing a claim listed be est that is avoided will be treated as an uns erest that is not avoided will be paid in full re than one lien is to be avoided, provide th	elow to the extent that it secured claim in Part 5 to as a secured claim und	impairs such e to the extent all der the plan.	exemptions. The amount of lowed. The amount, if any,				
	Name of creditor	Collateral	Modified principal balance*	Interest rate	Monthly payment				
			Dalance	Tale	or pro rata				
	Insert additional claims as needed.								
	*If the lien will be wholly avoided, inse	ert \$0 for Modified principal balance.							
3.5	Surrender of Collateral.								
	Check one.								
	None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.								
	The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5.								
	Name of creditor	Collater	ral						
	Insert additional claims as needed.								

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2.6	Secured	40.00	-1-	
.3.D	Secured	tax	ciai	ms.

3.6	Secured tax claims.									
	Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods				
	Insert additional claims as need	ded.								
	* The secured tax claims of the at the statutory rate in effect as			nnsylvania, and	any other tax claimants shall	bear interest				
Par	t 4: Treatment of Fees	and Priority Claims								
4.1	General.									
	Trustee's fees and all allowed without postpetition interest.	priority claims, including	Domestic Support Obliga	ations other than	n those treated in Section 4.5	5, will be paid in full				
4.2	Trustee's fees.									
	Trustee's fees are governed by and publish the prevailing rates the trustee to monitor any char	on the court's website fo	or the prior five years. It is	s incumbent upo	on the debtor(s)' attorney or d					
4.3	Attorney's fees.									
	Attorney's fees are payable to Amy L. Zema In addition to a retainer of \$750.00 (of which \$ was a payment to reimburse costs advanced and/or a no-look costs deposit) already paid by or on behalf of the debtor, the amount of \$3250.00 is to be paid at the rate of \$200.00 per month. Including any retainer paid, a total of \$ in fees and costs reimbursement has been approved by the court to date, based on a combination of the no-look fee and costs deposit and previously approved application(s) for compensation above the no-look fee. An additional \$ will be sought through a fee application to be filed and approved before any additional amount will be paid through the plan, and this plan contains sufficient funding to pay that additional amount, without diminishing the amounts required to be paid under this plan to holders of allowed unsecured claims. Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the									
		tion in the bankruptcy cou	. ,	` '	ude the no-look fee in the tota					
4.4	Priority claims not treated el	sewhere in Part 4.								
	None. If "None" is checked	ed, the rest of Section 4.4	need not be completed of	r reproduced.						
	Name of creditor	Total amou claim	int of Interest rate (0% if blank	·	oviding priority status					

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4.5 Priority Domestic Support Obligations not assigned or owed to a governmental unit.

	If the debtor(s) is/are currently paying Domestic Support Obligations through existing state court order(s) and leaves this section blank, the debtor(s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders.					
	Check here if this payment is for prepetition arrear	ages only.				
	Name of creditor (specify the actual payee, e.g. PA SCDU)	Description		Claim	Monthly payment or pro rata	
	Insert additional claims as needed.					
4.6	Domestic Support Obligations assigned or owed to	a governmental ı	unit and paid less tha	n full amount.		
	Check one.					
	None. If "None" is checked, the rest of Section 4.	6 need not be com	oleted or reproduced.			
	The allowed priority claims listed below are ba governmental unit and will be paid less than the payments in Section 2.1 be for a term of 60 months	e full amount of th	e claim under 11 U.S			
	Name of creditor		Amount of claim to	be paid		
				\$0.00		
	Insert additional claims as needed.					
4.7	Priority unsecured tax claims paid in full.					
	Name of taxing authority Total	amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods	

Name of taxing authority	Total amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods
Internal Revenue Service	\$66,251.11	Income	0%	2013-2016
PA Dept. of Revenue	\$6,026.97	Income	0%	2013-2015
Hempfield/EIT	\$4,500.00	Income	0%	2013-2016

Part 5:

Treatment of Nonpriority Unsecured Claims

5.1	Nonpriority unsecured claims not separately cla	assified.							
	Debtor(s) ESTIMATE(S) that a total of \$0.00 will be available for distribution to nonpriority unsecured creditors.								
	Debtor(s) ACKNOWLEDGE(S) that a MINIMUM o		ocid to nonnuicuity uncour	ad araditara ta aamaluu	with the liquidation				
	alternative test for confirmation set forth in 11 U.S.C		oald to horiphority unsecure	ed creditors to comply t	with the liquidation				
	The total pool of funds estimated above is NOT the MAXIMUM amount payable to this class of creditors. Instead, the actual pool of funds available for payment to these creditors under the plan base will be determined only after audit of the plan at time of completion. The estimated percentage of payment to general unsecured creditors is 0								
5.2	Maintenance of payments and cure of any defau	ılt on nonpriority unsecu	ired claims.						
	Check one.								
	None. If "None" is checked, the rest of Section	5.2 need not be complete	ed or reproduced.						
	The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrearage amount will be paid in full as specified below and disbursed by the trustee.								
	Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)				
		\$0.00	\$0.00	\$0.00					
	Insert additional claims as needed.								
5.3	Postpetition utility monthly payments.								
	The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.								
	Name of creditor	Monthly pay	ment Postpetiti	ion account number					

\$0.00

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5.4	Other separately classified	d nonpriority unsecured claims.										
	Check one.											
	None. If "None" is ched	None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.										
	The allowed nonpriority	unsecured claims listed below are separ	ately classified an	d will be treated as follo	ows:							
	Name of creditor	Basis for separate cla treatment	Basis for separate classification and treatment		rate p	estimated total asyments by trustee						
				\$0.00	0%	\$0.00						
	Insert additional claims as no	eeded.										
Pai	rt 6: Executory Contr	acts and Unexpired Leases										
6.1	The executory contracts a and unexpired leases are	nd unexpired leases listed below are a rejected.	assumed and will	be treated as specifi	ed. All other e	xecutory contracts						
	Check one.											
	None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced.											
	Assumed items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed by the trustee.											
	Name of creditor	Description of leased property or executory contract	Current installment payment	Amount of arrearage to be paid	Estimated to payments by trustee							
	Insert additional claims as no	eeded.										
Pai	rt 7: Vesting of Prope	erty of the Estate										
7.1	Property of the estate shall	I not re-vest in the debtor(s) until the o	lebtor(s) have co	mpleted all payments	under the con	firmed plan.						
Pai	rt 8: General Principl	es Applicable to All Chapter 13 Pl	ans									

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- **8.4** Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- **8.5** Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

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Part 10: Sign

Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

XRobert E. Shifko	X Amy M. Shifko	
Signature of Debtor 1	Signature of Debtor 2	
Executed on Feb 8, 2021	Executed on Feb 8, 2021	
MM/DD/YYYY	MM/DD/YYYY	
X s/Amy L. Zema	DateFeb 8, 2021	
Signature of debtor(s)' attorney	MM/DD/YYYY	